

RESOLUTION NUMBER 6669

WHEREAS, the City of Beatrice has Condemned and issued a Notice and Order for the building commonly referred to as 413 Court Street, Beatrice, Nebraska; and

WHEREAS, the City of Beatrice needs to retain the services of an architect to investigation and to make recommendations regarding saving the building at 413 Court Street; and

WHEREAS, the City of Beatrice desires to enter into an agreement for services with Fakler Architects, LLC.

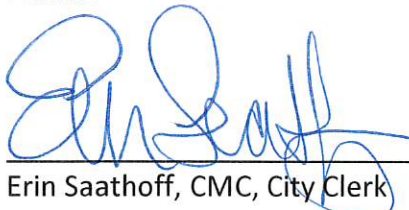
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

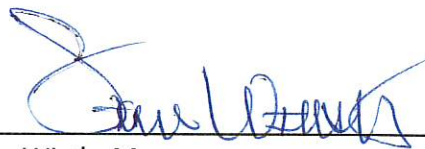
SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Agreement for Services between the City of Beatrice, Nebraska, and Fakler Architects, LLC to investigate and make recommendation regarding saving the building at 413 Court Street. A copy of said Agreement marked as "Exhibit A", is attached hereto, incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18th day of January, 2021.

Attest:


Erin Saathoff, CMC, City Clerk


Stan Wirth, Mayor



FAKLER ARCHITECTS, L.L.C.

1001 N. 6th St., Beatrice, Nebraska 68310

Ph. 402-228-3020

1/15/2021

Tobias Tempelmeyer
City of Beatrice
400 Ella Sreet
Beatrice, NE 68310

Re: 413 Court Street, Beatrice

Dear Mr. Tempelmeyer:

I am very pleased to present you with this proposal for architectural services for the above referenced project. Our agreement is as follows:

Owner to provide:

1. Legal description of the property.
2. Access to the property for observation.

Architect to provide

1. On site observation of existing conditions.
2. Architectural analysis of existing conditions.
3. A written report outlining conditions and making recommendations for remediation as needed.
4. The Architect will provide coordination for and between the Architect's Consultants.
5. The Architect will contract for and provide:
 1. Structural Engineering to include:
 1. On site observation of existing conditions
 2. Structural analysis of existing conditions
 3. A report outlining existing conditions and making recommendations for remediation as needed.

Compensation:

Breakdown of services provided, is as follows:

Architectural Fee (Fakler Architects)	\$4000.00 plus reimbursables
Structural Fee (Voss & Associates)	<u>\$5000.00</u>
Total	\$9000.00 plus reimbursables

Billing and Payment Schedule:

1. The Fee is payable upon completion of the report.
2. This proposal covers only the services specifically mentioned herein. Any additional services requested of the Architect will be provided on an hourly accrual basis (at \$125.00/hour) and will be billed monthly.

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Initials

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4. Monthly billings will be on the first of the month and will be paid within 30 days.
5. Reimbursable expenses are in addition to the fee and are billed at cost plus 10%. All balances past due 30 days will accrue interest at 1-1/2% per month.

Reimbursable expenses include:

Printing/plotting/copying
Delivery/postal charges
Travel and related expenses

Plots/copies made in the Architect's office are billed to the Owner according to the following schedule:

8.5x11 - \$0.50 each
11x17 - \$1.25 each
18x24 - \$2.50 each
24x36 - \$5.00 each

Limits of Liability:

The Owner hereby agrees that the Architect's liability for the project in all cases is limited to three times the amount of the fee paid.

Ownership and Use of Documents:

The Architect and his consultants hereby retain ownership of their respective designs and documentation for the project. The Owner shall not use the documentation provided by the Architect or his consultants on other projects.

Please indicate your acceptance of this proposal by signing and initialing in the spaces provided and returning one original to me. Thank You!

Sincerely,


Michael D. Fakler, Architect


Owner's Representative

1/18/21
Date

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